



***AGREEMENT BETWEEN THE***

***THORNTON SCHOOL BOARD***

***AND***

***THORNTON EDUCATION ASSOCIATION***

***July 1, 2013 – June 30, 2015***

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*Thornton Education Association  
And  
Thornton School Board Collective Bargaining Agreement*

**ARTICLE 1** *Definitions*

*1.1 Definitions: The following list of terms will be used frequently in this agreement and, when used, will refer to the definitions described below unless otherwise stipulated:*

*1.1-1 The term "Teacher" as used in this agreement shall mean a professional employee of the Thornton School District under contract for the school year, whose position requires certification by the State Board of Education.*

*1.1-2 The term "Board" means the Thornton School Board or any of its agents.*

*1.1-3 The term "Association" refers to the Thornton Education Association, affiliated with NEA-NH/NEA.*

*1.1-4 The term "Non-Probationary Teacher" means a teacher who has achieved continuing contract status per state law.*

*1.2 New Positions: If any new position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Boards.*

**ARTICLE 2** *Negotiations Procedure*

*2.1 All negotiations will be carried out in good faith.*

*2.2 At the end of each meeting, a time and date will be set for future negotiations.*

*2.3 The Board agrees to help the Association to obtain such non-confidential information in its possession as is reasonably requested.*

*2.4 It is agreed that matters affecting working conditions which are within the scope of the employer's authority shall not be changed or implemented without prior negotiations.*

*2.5 Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employees Labor Relations Board within fourteen (14) days of the signing.*

*2.5-1 The Board shall be responsible for publications of the Agreement in booklet form and distribution of Agreement Booklets to the Association without cost within a reasonable amount of time.*

### *ARTICLE 3 Grievance Procedure*

#### *3.1 Definitions*

*3.1-1 A "grievance" shall mean a concern by a teacher or group of teachers which has a solution.*

*3.1-2 An "aggrieved person" is the person or persons making the complaint.*

*3.1-3 The term "days" when used in this article shall, except where otherwise indicated, mean school days; except the end of the school year when they shall be Monday through Friday, excluding holidays.*

*3.1-4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.*

#### *3.2 Initiation and Processing*

##### *3.2-1 Level One –*

*Any grievant shall discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) school days, the grievance shall be set forth in writing to the principal specifying:*

- 1. the nature of the grievance*
- 2. the provisions of the contract, policy or practice violated, and*
- 3. the action required*

*The Principal shall communicate a decision in writing to the grievant(s) and to the Association within ten (10) school days of receipt of the written grievance.*

##### *3.2-2 Level Two – Superintendent*

*The grievant, no later than ten (10) days after receipt of the Principal's decision, may appeal that decision to the Superintendent of Schools.*

*The appeal must be made in writing, including the matter submitted to the Principal, as specified above, and the dissatisfaction with the decisions previously rendered. The Superintendent shall meet with the grievant to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent shall communicate the decision reached in writing to the grievant(s) and the Association within ten (10) days after the meeting.*

### **3.2-3 Level Three – School Board**

*If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School Board within ten (10) days of receipt of the answer in Level Two. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration.*

### **3.2-4**

#### **Arbitration**

*a) If the grievant is not satisfied with the disposition of his grievance at Level Three, and the Association determines that the grievance should be arbitrated, it may submit the grievance for arbitration by written notice to the Board within fifteen (15) school days of receipt of the decision at Level Three. Arbitration shall be limited solely to grievances involving provisions of this Agreement.*

*b) Within fifteen (15) school days after receipt of the appeal by the Board, the Board or its designee and the Association will agree upon a mutually acceptable arbitrator. If the Board and the Association are unable to agree upon an arbitrator, or are unable to receive a commitment to serve within thirty (30) school days, a demand for arbitration shall be submitted by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.*

*c) The arbitrator shall confine his decision to the application and interpretation of this Agreement. He shall be without power to add to, modify, or vacate any of the terms of this Agreement or make any decision contrary to, or inconsistent with, the terms of this Agreement, or which violates any rule or regulation having the force and effect of law.*

*d) The costs for services of the arbitrator, if any, shall be shared equally by the Board and the Association.*

*e) In any advisory arbitration case, the decision of the arbitrator shall not be binding upon the parties. Within fifteen (15) school days after receipt of the arbitrator's award, the Board will review*

*the matter and issue a determination within five (5) school days of its review. If the Board does not issue its final decision within five (5) school days, it will be deemed to have accepted the arbitrator's award. The decision of the Board will be final and binding. Advisory arbitration shall be used in the following instances:*

- 1) The discipline or non-renewal of the probationary teacher.*
- 2) The application or implementation of the provisions of the agreement.*
- 3) The application of Board policy or practice pertaining to the content of the contract or applicable law.*
- 4) The discipline of a non-probationary teacher.*

*f) In a binding arbitration case, the decision of the arbitrator, made in accordance with their authority and jurisdiction under this agreement, shall be binding upon the parties. Binding arbitration shall apply to only the termination or non-renewal of a non-probationary teacher.*

### *3.3 Rights of Teachers to Representation*

*3.3-1 An aggrieved person may be represented at all stages of the grievance procedure by him/herself or by the Association. The grievant, however, will be present at all levels of the grievance procedure.*

*3.3-2 When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Principal, or any higher level, be notified in writing that the grievance is in process. The Association shall also be notified in writing that the grievance is in process. The Association shall also be notified by the Superintendent in advance of any hearing and shall have the right to be present. The Association shall receive a copy of all decisions rendered. All decisions for the resolution of grievances shall be consistent with the terms of this Collective Bargaining Agreement.*

*3.3-3 The Board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.*

### *3.4 Personnel Files*

*All documents and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel files of the*

*participants. Said grievance documents and records shall not be forwarded to any prospective employer nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.*

### *3.5 General Provisions*

*It is understood by the parties that a grievance may be filed at the level where the action which is the subject of the grievance originated.*

## *ARTICLE 4 Insurance*

*4.1 For the years 2013 - 2015 there will be the choice of three health insurance plans:*

- Matthew Thornton Blue MTB5 Prescription 10/20/45*
- Blue Cross Blue Choice BC3T5RDR-R\$3/15M\$1*
- HSA2500*

*The District will pay 92% of the cost of a single, two-person or family coverage for Matthew Thornton Blue MTB5 10/20/45*

*The District will pay an amount equal to the cost of 92% of MTB5 10/20/45 for Blue Choice BC3T5RDR-R\$3/15M\$1*

*The District will pay 92% of HSA2500. In addition the District will fund a HSA in the amount of \$3,000 for a family, \$3,000 for two-person or \$1,500 for single person coverage.*

*The District will pay 92% of the cost of a single, two-person or family coverage for Lumenos HSA2500 for each of the two years of the contract. In addition, for employees who enroll in the Lumenos HSA2500 the District will fund an HSA annually. In the first year of enrollment the District will fund \$5,000 for a family or couple and \$2,500 for an individual – the full deductible amounts for each group; in the second year of enrollment the District will fund an amount of \$4,000 for a family or couple and \$2,000 for single person coverage. In the third and all subsequent years of enrollment the District will fund \$2,500 for a family or couple and \$1,500 for an individual.*

*Employees who enroll in the Lumenos plan will be responsible for enrolling in an HSA account through a financial institution.*

*The District will fund 50% of the annual HSA fund contribution on January 1, and the remaining half on July 1. When there are local financial institutions available with no fees and charges the District will not reimburse these fees elsewhere. If the local environment changes and fees incur, the District will re-*

*evaluate reimbursement. (At time of discussion there are at least 2 local banks available not charging fees.)*

*4.2 Employees who do not participate in the health insurance program will receive a stipend equal to 50% of a single subscription.*

*Buyback;*

*Prorated into each paycheck*

*Can be tax sheltered into a retirement account*

*4.3 The District will provide 100% of the premium paid for employee only dental insurance coverage. All teachers must participate in the plan. Two person or family plans will be available at the teachers' expense for the difference in cost. The plan will provide for 100% Preventative Coverage, 80% Restorative Coverage, and 50% Major Treatment Coverage with a maximum annual deductible of twenty-five dollars (\$25.00).*

*4.4 The District will provide, at no cost to the employee, group term life insurance which will pay one times the employee's annual salary to the next highest \$1000.*

*4.5 Tax deferred health premiums:*

*Subscriber contributions of health premiums can be in pre-tax dollars. The District will provide pretax deductions for:*

- 1) Childcare*
- 2) Medical expenses not covered by insurance*
- 3) Dental not covered by insurance*
- 4) Eye-care not covered by insurance*

## **ARTICLE 5 Leaves**

### **5.1 Personal Leave**

*Each teacher shall be granted three days of personal leave per year, non-cumulative. Except in emergencies, the Principal shall receive twenty-four hour advance notice of all personal leave absences. No more than 15% of professional staff members can be out on personal leave on any given school day.*

### **5.2 Sick Leave**

*For absences caused by illness or physical disability, each teacher upon initial employment shall be granted fifteen (15) days of paid leave per year. Unused sick leave shall accumulate to a maximum of one hundred ten (110) days. This benefit relates to teacher illness as well as illness in the immediate family. The term "immediate family" shall mean spouse, children, and parents, and the*



*same relation of the spouse or any person who permanently resides in his/her home and is considered a member of the immediate family. In event of a life threatening situation, sick leave shall apply to grandparents, grandchildren, and siblings also.*

#### **5.2-1 Sick Bank**

*In the event of catastrophic illness or severe accident, a teacher may obtain sick leave from the Sick Leave Bank based on the following conditions:*

- a) present sick leave accumulation is exhausted*
- b) catastrophic illness or severe accident will result in an absence of ten (10) weeks or longer based upon medical prognosis.*

*Voluntary contributions will be accepted and recorded in September with a maximum of five (5) days for each full-time teacher and a pro-rated amount for part-time teachers. For each day contributed to the bank, the individual teacher will receive three (3) days credit in the bank.*

*The bank for each teacher will be cumulative to ninety (90) days.*

*It is expected that a teacher will return to work as soon a medically diagnosed as able.*

#### **5.3 Professional Leave**

*Each teacher may apply for up to three (3) days annual leave for participation in appropriate professional meetings, conferences, visitations with other schools, and the like, without loss of pay and with reimbursement for mileage at a rate equal to the Internal Revenue Service mileage rate. Under special circumstances, teachers may apply for additional professional leave.*

#### **5.4 Bereavement**

*Up to three (3) days shall be granted at full pay at any one time in the event of death of a teacher's spouse, child, parent, sibling, grandparent, grandchild, or the same relation of the spouse, or a person not related to the teacher but who permanently resides in his/her home and is considered a member of the immediate family.*

*Additional days may be granted by application to the Superintendent.*

#### **5.5 Jury Duty**

*A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duties for the actual time involved in said service.*

*The teacher will continue to be paid by the District at a level of salary less the compensation the teacher receives from the court. The teacher may retain all expense reimbursements in addition to the above compensation.*

#### **5.6 Child Bearing Leave**

*a) A teacher who is pregnant shall be entitled to the extent of accumulated sick leave upon request. Up to eight weeks of the accumulated sick leave may be used without certification of disability by the attending physician. Use of accumulated sick leave beyond eight weeks shall be granted upon a physician's documented diagnosis of disability resulting from pregnancy, miscarriage, or child birth. Such leave will begin at any time between the commencement of her pregnancy and one (1) school year after the child is born. The teacher shall notify the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.*

*b) A teacher who is pregnant may continue in active employment as long as the teacher is able to adequately perform her duties and can supply medical evidence to insure her health and safety.*

*c) Upon return from a leave of absence, the teacher will be assigned to substantially the same teaching assignment completed prior to the leave of absence. There shall be no loss of steps on the salary schedule which corresponds to her placement prior to the leave.*

*d) The Board reserves the right to review employee requests for an extension of benefits based upon unusual circumstances not covered by the contract in effect with an employee group and the Board. Any extension of contract benefits by School Board action shall be based upon the individual circumstances of the employee request and shall not be construed by the Association as a precedent binding future actions of the School Board.*

#### **5.7 Sabbatical**

*a) Teachers who have been employed for seven (7) years by the Board may be granted a sabbatical leave for professional development improvement for up to one (1) year.*

*b) Request for sabbatical leave, including a detailed proposal relative to the purpose of the sabbatical leave, must be received by the Superintendent in writing prior to January 1 of the year preceding the requested leave year, in such form as may be mutually agreed by the Association and the Superintendent. Action must be taken no later than ninety (90) days from the date of the request.*

*c) If granted, during the sabbatical leave, the teacher will be considered to be in the employ of the Board and shall receive one-half (1/2) salary if the leave is for a full year or full salary if the leave is for a half year.*

*d) Teachers granted sabbatical leave must return to the District and complete one (1) year of continued employment or he/she will be obligated to repay the District in full for the compensation (including benefits) received while on sabbatical.*

*e) A report is required outlining the activities and accomplishments of the teacher's sabbatical. Such report shall be presented to the Superintendent no later than ninety (90) days after returning to work.*

#### *5.8 Leave of Absence – Without Pay (to include parental leave)*

*All members of the professional staff who have been granted non-probationary status may apply for a leave of absence from their professional duties for a period of up to one (1) school year, said leave shall normally begin at the opening of school in September, (in order that continuity of class work during the term may be insured). During the leave of absence without salary, continuation of insurance will be provided at the employee's expense at the group rate. Approval by the Superintendent of such requests is subject to the employment of a suitable replacement teacher and initial approval of the Principal. Employees granted such leave shall return for one year following the leave. (Extenuating circumstances shall be reviewed by the Board and exceptions may be granted at the Board's discretion).*

#### *5.9 General Provisions*

*5.9-1 The Board, or its designee, may at its discretion, on the written request of the teacher, extend any leave granted.*

*5.9-2 Absences for reasons other than those specified above may be granted upon recommendation of the Superintendent, but at the discretion of the Board.*

*5.9-3 If any teacher is requested by the Superintendent of Schools to attend a function on behalf of the Board, such time shall not be charged to a teacher's personal time.*

*5.9-4 Employees granted leaves of absence without pay shall for one (1) year be allowed to continue under the District insurance program, at their own expense, at the group rate. Neither sick leave benefits nor credit (steps) shall be earned while on such leave.*

## *ARTICLE 6 Professional Development*

*6.1 The Thornton School District shall reimburse each teacher at the rate of the New Hampshire University System graduate course courses for each credit he or she may acquire beyond the bachelor's degree at an accredited college or university up to a maximum of eight credits per year. Three credits worth may be used for professional development activities such as workshops and conferences. However, prior written approval must be obtained from the Superintendent of Schools and the teacher must submit receipts for all reimbursable expenses.*

*6.2 Excess revenues appearing on school district budget line 2213 may be utilized by Master's Degree candidates and/or teachers engaged in equivalent activity which is crucial to the Board's carrying out its mission.*

*6.2-1 These teachers are encouraged to discuss course costs with the Board.*

*6.2-2 The Board will determine its mission on a year by year basis, and publish their mission at the earliest possible date. Requested reimbursement for courses or activities crucial to the Board's mission will be considered by the Board.*

*6.2-3 Subject to the availability of funds, the Board may share the cost of up to six (6) credits on a 2 for 1 basis with teachers. Reimbursement will be at the current per credit cost charged by the University System of New Hampshire.*

*6.3 In order to advance to the next track on the salary schedule, teachers who anticipate track advancement in the following school year must notify the Superintendent of Schools in writing on or before November 1<sup>st</sup> of the anticipated track change. Prior to July 1 of the originating school year the teacher must confirm in writing that they have achieved the required hours, or that they will before the upcoming school year. Upon this confirmation the teacher shall be placed on the track which reflects the accumulation of approved credits effective July 1. All documentation (evidence) supporting a track change must be received by September 30 of the ensuing year following notification. Failure to supply documentation will result in the teacher reimbursing overpayment back to the District.*

## *ARTICLE 7 Salaries*

*7.1 New Salary Schedule for term of contract*

2013 – 2014 matrix 2% plus step  
2014 – 2015 matrix 2% plus step

### **7.2 Extracurricular Assignments.**

*a) Teachers will be compensated at the rate of three percent (3%) of the base salary, BA teacher track, for the following assignments:*

<i>Boys Basketball</i>	<i>Girls Basketball</i>	<i>Softball</i>
<i>Baseball</i>	<i>Field Hockey</i>	
<i>Soccer</i>	<i>Grade 8 Advisor Yearbook</i>	
<i>Winter Activities Program</i>	<i>Musical Drama</i>	
<i>Website Development &amp; Maintenance</i>		
<i>Destination Imagination Advisor</i>		

*b) In addition to the above base rate of compensation, teachers will receive one half (1/2) of one percent (1%) per year of experience up to a maximum of eight (8) years' experience within the same assignment.*

### **7.3 Retirement**

- 1. Eligibility: Any teacher employed by the Thornton School District who is at least 60 years of age and who has at least 20 years' service to the district as of June 30<sup>th</sup> date of his/her stated retirement year shall be eligible for a retirement benefit upon retiring from the teaching profession.*
- 2. Notice: Eligible employees must present notification of intent to retire by January 15, one school year prior to that of retirement.*
- 3. Annual limit: A maximum of three eligible employees shall receive this benefit in any one year. If more than three eligible employees present notification of intent to retire under this provision, those with the most service to the district shall receive the benefit.*
- 4. Benefit: The District shall provide a net retirement benefit of \$15,000. The employee may choose to apply this benefit toward expenses related to any health insurance plan or supplement or at the employee's option in the form of a cash payment. If applied to a health insurance or supplement costs the benefit will remain available to the retiree until fully expended. If received in a cash payment the amount allowable without penalty to the district, shall be issued within the timeframe to apply toward NHRS calculation of final compensation. Any balance shall be issued within thirty days after the deadline for calculation of final compensation.*

## *ARTICLE 8 Contract Days*

*A teacher's contract will be for one hundred eighty five (185) days with an optional extended school year. The rate of pay shall be at the teacher's current rate per diem. Each teacher's proposal shall be submitted to the Principal and then forwarded to the Superintendent of Schools for final approval.*

*8.1 The Instructional length of the day. Instruction shall be:*

*Grades 6-8 8:05AM to 2:45PM*

*Grades K-5 8:15AM to 2:45PM*

*8.2 The teacher work day shall be:*

*Grades 6-8 7:55AM to 2:45PM*

*Grades K-5 8:07AM to 2:45PM*

*Teachers shall be in their work areas at the commencement of the work day. Current practice shall continue for meetings in and outside of the work day.*

## *ARTICLE 9 Evaluation*

*9.1 Teachers not being nominated or re-elected shall be notified in writing on or before April 15. (RSA 189:14A)*

*9.2 Formal evaluations shall be at the rate of at least two (2) a year for probationary teachers and at least one (1) for non-probationary teachers. Teachers will be given a copy of any evaluation report. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may present his/her objections in writing and have them attached to the evaluation report and placed within his or her file within ten(10) school days of the post evaluation conference.*

*9.3 The first observation each year shall include a pre-conference. It is the responsibility of both parties to agree to a time for post observation conference. At the end of each observation a conference will be conducted between evaluator and teacher as soon as possible after the observation. A teacher's signature on an evaluation report does not necessarily denote agreement with the report.*

*9.4 Teachers may request additional evaluations during the contract year.*

*9.5 It is each teacher's primary responsibility for the correction of performance deficiencies. However, the Principal will cooperate in the development of a*

*plan for the remedy of deficiencies related to job performance. The Principal will also provide guidance and assistance to the non-probationary teacher in an effort to aid him/her in satisfactorily completing the plan of remediation.*

*Beginning in the second contract year, the Principal will also offer guidance and assistance to the probationary teacher at least two months prior to the contract renewal date.*

#### **9.6 Review of Personnel Files**

*9.6-1 Teachers shall be entitled to access and duplicate his/her personnel file at any time upon twenty four (24) hour notice to the Superintendent or his/her designee. The Superintendent or his/her designee will be in the presence of the teacher during the review. The teacher shall be entitled to have a representative of the Association present during the review.*

*9.6-2 No material derogatory to a teacher's performance shall be placed in the personnel file unless the teacher has had an opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent, or designee, and attached to all copies.*

*9.6-3 The personnel file of a teacher shall be closed upon termination of employment. This means that no documents or other material shall be placed in the teacher's file reflecting the teacher's activities after termination of employment.*

*9.6-4 Although the District agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment, it shall not establish any separate personnel file which is not available for the teacher's inspection, unless the teacher previously waived the right to inspect the designated material.*

*9.6-5 In the event that the Board deletes any material from a teacher's file, a dated notation stating what had been deleted and the reason for such deletion all be placed in the file.*

**9.7** *The Thornton Education Association and Thornton School Board recognize the importance and value of assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction. The Saphier philosophy of teacher observation and evaluation shall be utilized for the observation/evaluation of district teachers.*

## **9.8 Criteria for Effective Teaching: Thornton School District Teacher Observation and Evaluation.**

*9.8-1 Philosophy: We believe that all children can learn. Therefore, teaching is the most important aspect of our purpose to educate students to the maximum of their potential. We recognize that teachers are learners also and need a collegial and supportive atmosphere in order to thrive. We feel this kind of dynamic and productive environment will result in successful and positive students.*

*To this end, we have developed this document on teacher observation and evaluation.*

*9.8-2 The Purpose of Teacher Evaluation: We have prepared this guide to assist teachers and administrators in their continuing efforts to improve instruction for our students.*

*Our values are clear. We believe that teaching and teachers are the heart of the educational process. We believe that teacher performance makes a difference in the achievement of students as well as students' sense of fulfillment and feeling of well-being. We believe that what teachers do and how they do it are important.*

*Evaluation procedures are provided to:*

- a) Identify exceptional educational practices and superior teaching performances.*
- b) Assist the individual teacher in providing a high quality education for students.*
- c) Provide a means of periodically assessing individual performance of a teacher over a period of time.*
- d) Provide information to detail staff members' current performance level areas for improvement, and suggestions that will lead to further improvement.*

*Even though the emphasis of evaluation is on the concepts listed above, we recognize that teacher evaluation also provides data for personnel practices relating to renewal, promotion, assignment, and dismissal.*



**9.8-3 Format for Observation Write-ups:** The observation will be written in a narrative format with a structure that uses a series of Claims, Evidence, Interpretation, Judgment, and Suggestions.

**Claim:** a statement that a teacher performed a certain teaching skill or carried out a certain pattern in their instruction (thus a generalization).

**Evidence:** a quote or literal description of something said or done.

**Interpretation:** a statement of what the behavior accomplished or intended to accomplish or what was significant about it – the effect on students.

**Judgment:** a sentence, phrase, or adjective that lets the reader know what the writer thought of the behavior.

**Suggestions:** suggestions may be to offer another strategy a teacher may use, point out a missed opportunity, or be for improvement in one or more areas. The inclusion of suggestions does not imply less than satisfactory teaching.

**9.8-4 Format for Summative Evaluation Write-ups:** Summative Evaluation Write-ups will be completed by March 31.

Teacher evaluation is based on five performance expectations:

- 1) Classroom Teacher
- 2) Contributing Member of the Staff and Peer Interactions
- 3) Communicator with Parents
- 4) Performer of Routine Administrative Duties
- 5) Participant in Professional Development

- 1) Classroom Teaching: Formal observations shall be at the rate of at least two (2) a year for probationary teachers and at least one (1) a year for non-probationary teachers. Teachers will be given a copy of any evaluation report. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may present his/her objections in writing and have them attached to the evaluation report and placed within his or her file within ten (10) school days of the post evaluation conference.

The first observation each year shall include a pre-conference. It is the responsibility of both parties to agree to

*a time for post observation conference. At the end of each observation a conference will be conducted between evaluator and teacher as soon as possible after the observation. A teacher's signature on an evaluation report does not necessarily denote agreement with the report.*

*Teachers are encouraged to continue to add to their repertoire of teaching strategies and to match appropriate strategies to individual students, groups of students, and different curricula. This section is written by the administration.*

- 2) Contributing Member of the Staff and Peer Interactions: This section of the evaluation report is where an evaluator summarizes how the teacher works with other professionals; how they interact with their peers; how they reach out to new teachers; and how they play a positive role in the school. This section is written by the administration.*
- 3) Communicator with Parents: This section of the evaluation report is where an evaluator summarizes how the teacher communicates with parents and/or the community at large. Observations can be made about this performance during activities such as parent conferences, open house, and numerous points of contact between teachers, parents and/or community members. This section of the evaluation write-up is the place to note any projects or ways in which a teacher has extended him/herself to give information to parents or build bridges between the school and community. This section is written by the administration.*
- 4) Performer of Routine Administrative Duties and Obligations: This section of the evaluation report is where the evaluator summarizes the teacher's performance of administrative functions. These functions may include but not be limited to: hall duty, cafeteria duty, taking attendance, filling out reports and ordering new materials. The section is written by the administration.*
- 5) Participant in Professional Development: We expect teachers to be constant learners and want to credit them for efforts they make toward their professional growth. Summations of professional growth activities may be found in the staff development files. This section is written by the teacher.*

*A teacher must be informed of all negative information found in the Summative evaluation within fifteen (15) school days of the administration's knowledge of occurrence. A meeting to review and document this issue with the teacher will be*

*held as close to the occurrence as possible. Failure to do so will result in the information not being used.*

*9.9 The Thornton EA and Thornton School Board agree to form a joint labor management committee to study and make recommendations on teacher evaluation. The committee shall be comprised of three members appointed by the board and three members appointed by the TEA President. The committee's initial meeting shall be no later than May 1, 2012. Any recommendations resulting from the committee's work shall be submitted to the TEA and Thornton School Board for ratification no later than May 1, 2013. Both parties prior to implementation must ratify any changes. Ratified changes shall be appended to the collective bargaining agreement.*

#### **ARTICLE 10 Fair Treatment**

*10.1 The Board, in recognition of the concept of progressive improvement, shall promptly notify a non-probationary teacher in writing of any alleged deficiencies, indicate expected correction and indicate a reasonable period for correction. Beginning in the second contract year, probationary teachers will be notified in writing of any alleged deficiencies at least two (2) months before teacher contract renewal date.*

##### **10.2 Right to Representation**

*A teacher shall be entitled to have present a representative of the Association at any meeting which is scheduled for the purpose of discussion subject(s) which may result in disciplinary action.*

##### **10.3 Just Cause**

*A non-probationary teacher shall only be disciplined, terminated or non-renewed for just cause.*

##### **10.4 Complaints**

*All Complaints regarding a teacher will be promptly investigated. No complaint about a teacher shall become a part of the teacher's file unless the teacher is notified of the complaint and given the opportunity to respond. Said response and/or the results of the response shall also become part of that teacher's file. Unsubstantiated complaints shall not be placed in the employee's file or used in any way to evaluate the employee. The Principal may at his/her sole discretion, suggest a fact-to-fact meeting of the relevant parties.*

### *10.5 Non-discrimination*

*The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, age, or handicap.*

## *ARTICLE 11 Teaching Conditions*

*11.1 Any teacher having worked one hundred (100) days of the contract year in the Thornton District shall be given credit for a full year's teaching.*

*11.2 When the decision to make an involuntary transfer of grade and/or subject area, has been made by the Principal, the professional employee affected will be notified in writing immediately. Such involuntary transfers shall be based on seniority whenever possible, with the least senior professional employee being transferred first. A professional employee's prior movement history must be taken into account when making transfers. Only under extreme circumstances shall a professional employee be involuntarily transferred more than once in a three-year period. Upon request, a professional employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer within 10 days of the written notification of involuntary transfer. If still dissatisfied, the professional employee may request a meeting before the Board. Such meeting will be held within ten (10) days of the meeting with the Superintendent.*

*11.3 Vacancies for teaching positions and co-curricular activities within the District will be posted in the school building for a period of five (5) days prior to seeking applicants outside the District.*

*11.4 The Thornton School Board will provide a new teacher offered a position in the Thornton School District a copy of this professional agreement in its entirety with the teacher's contract.*

*11.5 The Board agrees that, upon receipt of written authorization signed by the teacher, the Board shall deduct a specified amount to be paid to:*

- 1) a credit union*
- 2) a tax-sheltered annuity*
- 3) dues for the Association*

*11.6 The individual contract between a teacher and the School Board shall be written and the contract form used for all teachers shall be standard.*

*11.7 After fifteen (15) years or more of service, if a teacher retires, he/she may purchase at his/her expense, individual or group medical coverage, the same as current medical policy in Article 4.*

#### **ARTICLE 12 Reduction of Force or Realignment**

*12.1 In the event that it becomes necessary to reduce the number of employees due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of positions, the basis for the decision to terminate employees shall be performance and seniority. Among the professional staff, those with less than three (3) consecutive years of experience in the Thornton School District shall be terminated first, providing there are fully certified and/or highly qualified staff members to replace them and perform all the assigned duties of the terminated staff member. Those professional employees with less than three consecutive years experience in the Thornton School District shall be considered for layoff first and those professional employees with inverse order of seniority shall be considered for layoff second. The date of hire is determined to be the first contract workday. Any professional employee so affected shall follow the procedures established by RSA 189-14 a and b. Notice of planned reduction shall be communicated to all employees when a final determination as to the extent of reductions is known. The Board shall make every effort to determine the number of resignations and retirements in any given year in order to avoid unnecessary terminations. Employees terminated through this article shall receive preference in consideration for future openings. Employees terminated through this article are not entitled to the grievance process stated within the contract. Any professional laid off because of a reduction in force shall have a letter placed in his/her personnel file stating that he/she was not offered a contract due to reduction in staff. A professional so affected shall be notified in writing within a week of the vote by the Board and shall have the right to appeal to the Board within ten (10) days of said notification, following procedures and guidelines established under state law and this agreement.*

#### **ARTICLE 13 Association Rights**

*13.1 The Board agrees that all teachers shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association, or participation in any of its activities of the exercise of individual rights under RSA 273A.*

*13.2 The Association shall the right to the following:*

*13.2-1 Use of the school buildings at reasonable times for meetings.*

*13.2-2 Be given the opportunity at building faculty meetings to present brief reports and announcements.*

*13.2-3 Be given a place on the agenda, when requested, of Thornton Building Orientation meetings for all Thornton District Teachers.*

*13.2-4 Post notice of its activities and matters of teacher concern in the teacher's room and have use of the mail box system.*

*13.2-5 Use of school equipment normally used by Teachers. However, expendable material will be at the expense of the Association.*

*13.2-6 Request a place on the agenda of a regularly scheduled Board meeting.*

*13.3 A reasonable number of teachers engaged during the school day in negotiating on behalf of the Association with any representative of the Board, shall be released from regular duties without loss of salary or benefits.*

*13.4 The rights granted to the Association in this Agreement will not be granted to any other teacher's group or organization which purports to represent any teacher or group of teachers covered by this agreement.*

**ARTICLE 14 Duration**

*14.1 The Provisions of this Agreement will be effective, from July 1, 2013 and will continue and remain in full force and effect until June 30, 2015.*

*In WITNESS WHEREOF, this agreement has been duly executed by the parties on this 20<sup>th</sup> day of May, 2013.*

*[Signature]*  
Thornton School Board

*[Signature]*  
Thornton Education Association

**THORNTON SCHOOL DISTRICT**  
**Teachers Salary Schedule**

<b>2013 – 2014</b>	<b>B</b>	<b>BA15</b>	<b>B +36/M</b>	<b>B+51/M15</b>
<b>1</b>	<b>37,990</b>	<b>38,940</b>	<b>39,913</b>	<b>40,911</b>
<b>2</b>	<b>39,319</b>	<b>40,302</b>	<b>41,310</b>	<b>42,342</b>
<b>3</b>	<b>40,696</b>	<b>41,713</b>	<b>42,755</b>	<b>43,824</b>
<b>4</b>	<b>42,120</b>	<b>43,173</b>	<b>44,252</b>	<b>45,358</b>
<b>5</b>	<b>43,594</b>	<b>44,684</b>	<b>45,801</b>	<b>46,946</b>
<b>6</b>	<b>45,120</b>	<b>46,248</b>	<b>47,403</b>	<b>48,589</b>
<b>7</b>	<b>46,699</b>	<b>47,867</b>	<b>49,063</b>	<b>50,290</b>
<b>8</b>	<b>48,334</b>	<b>49,541</b>	<b>50,781</b>	<b>52,050</b>
<b>9</b>	<b>50,025</b>	<b>51,275</b>	<b>52,558</b>	<b>53,871</b>
<b>10</b>	<b>51,776</b>	<b>53,071</b>	<b>54,398</b>	<b>55,757</b>
<b>11</b>	<b>53,588</b>	<b>54,928</b>	<b>56,301</b>	<b>57,709</b>
<b>12</b>	<b>55,464</b>	<b>56,851</b>	<b>58,272</b>	<b>59,728</b>
<b>13</b>	<b>57,405</b>	<b>58,840</b>	<b>60,312</b>	<b>61,819</b>
<b>14</b>	<b>59,414</b>	<b>60,899</b>	<b>62,422</b>	<b>63,983</b>
<b>15</b>	<b>61,791</b>	<b>63,336</b>	<b>64,919</b>	<b>66,542</b>

<b>2014 – 2015</b>	<b>B</b>	<b>BA15</b>	<b>B+36</b>	<b>B+51/M15</b>
<b>1</b>	<b>38,750</b>	<b>39,718</b>	<b>40,711</b>	<b>41,729</b>
<b>2</b>	<b>40,105</b>	<b>41,108</b>	<b>42,136</b>	<b>43,189</b>
<b>3</b>	<b>41,510</b>	<b>42,547</b>	<b>43,610</b>	<b>44,701</b>
<b>4</b>	<b>42,962</b>	<b>44,036</b>	<b>45,137</b>	<b>46,266</b>
<b>5</b>	<b>44,466</b>	<b>45,578</b>	<b>46,717</b>	<b>47,884</b>
<b>6</b>	<b>46,022</b>	<b>47,173</b>	<b>48,352</b>	<b>49,560</b>
<b>7</b>	<b>47,633</b>	<b>48,824</b>	<b>50,044</b>	<b>51,296</b>
<b>8</b>	<b>49,300</b>	<b>50,532</b>	<b>51,796</b>	<b>53,091</b>
<b>9</b>	<b>51,025</b>	<b>52,301</b>	<b>53,609</b>	<b>54,949</b>
<b>10</b>	<b>52,812</b>	<b>54,132</b>	<b>55,486</b>	<b>56,872</b>
<b>11</b>	<b>54,659</b>	<b>56,027</b>	<b>57,427</b>	<b>58,863</b>
<b>12</b>	<b>56,573</b>	<b>57,988</b>	<b>59,437</b>	<b>60,923</b>
<b>13</b>	<b>58,553</b>	<b>60,017</b>	<b>61,518</b>	<b>63,056</b>
<b>14</b>	<b>60,602</b>	<b>62,117</b>	<b>63,670</b>	<b>65,262</b>
<b>15</b>	<b>63,026</b>	<b>64,603</b>	<b>66,217</b>	<b>67,873</b>

9.8-4

**FORMAT FOR OBSERVATION WRITE-UPS**  
**Summative Evaluation**

*Staff Member*

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*School*

---

*Grade/Subject*

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*Record below in narrative form a description and evaluation of performance in the areas of:*

**I. Classroom Teacher**

**II. Contributing Member of Staff**

\_\_\_\_\_ *Satisfactory*

\_\_\_\_\_ *Needs Improvement*



*Administrative Comments:*

*Teacher Comments:*

*III.*

*Communicator with Parent*

\_\_\_\_\_ *Satisfactory*

\_\_\_\_\_ *Needs Improvement*

*Administrative Comments:*

*Teacher Comments:*

*IV. Performer of Routine Administrative Duties*

\_\_\_\_\_ *Satisfactory*

\_\_\_\_\_ *Needs Improvement*

*Administrative Comments:*

*Teacher Comments:*

*Recommendation to the Superintendent.*

*Renewal of the teacher's contract: \_\_\_\_\_*

*Renewal of the teachers' contract with reservations: \_\_\_\_\_*  
*(reasons, performance standards, and condition to be*  
*discussed at a meeting with the Superintendent and Evaluator)*

*Non-renewal of the teacher's contract: \_\_\_\_\_*  
*(reasons to be discussed at a meeting with the Superintendent*  
*and Evaluator for non-probationary teachers)*

\_\_\_\_\_  
*Signature of Staff Member*

\_\_\_\_\_  
*Signature of Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

*The teacher's signature on this form indicates that s/he has seen all the comments on the form. The teacher's signature doesn't necessarily indicate agreement with the evaluation report.*

*Copy to: Superintendent's office for review and file.*